

9/20/2013

## Notice of Request for BID

### **Landscaping Services - Town of Rye**

#### **Contract # 2013-PW-02**

Sealed proposals will be received by the Town Council of the Town of Rye, through its agent Hope Vespia, Town Clerk, in the Town Hall, 10 Pearl Street, Port Chester, New York 10573 until **2:00 P.M. Wednesday, October 16, 2013, for the Town of Rye – Landscaping Services – 2013-PW-02.** At the above time and place bids will be publicly opened and read.

Bidders may obtain copies of the form of proposals and detailed specifications at the Town Clerk office at Town Hall, 10 Pearl Street, Port Chester, New York 10573. Telephone, 914-939-3075 ext. 117.

Bidders may also download Bid Specifications from the Town of Rye Website; [www.townofryeny.com](http://www.townofryeny.com).

Bidders may bid on all of the locations or any number of locations.

All bids must comply with the full formal package requirements and be submitted sealed and marked “**Town of Rye – Landscaping Services 2013 – PW-02**”

#### **BIDDERS MEETING AND SITE TOURS:**

Site Surveys/Bidders tour will be conducted following the **September 30, 2013 Pre-Bid meeting at 10:00 AM in the Town Hall Courtroom on the third floor at 10 Pearl Street, Port Chester, New York.**

The Town of Rye reserves the right to reject any or all proposals, to omit any item or items, to waive any informality in the proposal or to approve minor changes in the specifications if deemed advisable in the interest of the Town. The Town may award any, all or none of the property locations, at its sole and absolute discretion. Multiple contracts may result from this Bid.

All questions should be directed to:

Bishop M. Nowotnik – Director of Purchasing

Town of Rye

10 Pearl Street

Port Chester, New York 10573

[bnowotnik@townofryeny.com](mailto:bnowotnik@townofryeny.com)

914-939-3075 ext. 101

Appointments to visit the sites may be made by calling Bishop Nowotnik, Purchasing Director, at: 914-939-3075 ext. 101.

Bishop M. Nowotnik

Director of Purchasing – Town of Rye

TOWN OF RYE  
Request for BID

Item: Landscaping Services  
Submission Deadline: Wednesday, October 16, 2013 - 2 P.M.  
Town of Rye Clerk  
10 Pearl Street  
Port Chester, New York 10573  
Landscaping Service Specifications

GENERAL

- 1) Contract includes mowing of turf around buildings, field areas surrounding playground and/or recreation areas. Services will include edging, trimming, pruning and clean up and removal. Spring clean up and Fall leaf removals are also part of the contract services. Areas to be included in this proposal consist of lawns, fields, parking lots, roadways, courtyards, vacant lots, sidewalks, playgrounds and cemeteries. **Also included is snow plowing and clearing during the winter months only for selected properties shown below in Para. 3) a), b)**
- 2) Vendor is to submit mowing and maintenance calendar along with proposal.
- 3) Contract currently includes up to (10) properties and/or lots:
  - a) Crawford Park, 122 North Ridge Street, Rye Brook, New York 10573
  - b) Rye Town Park, 95 Dearborn Avenue, Rye, New York 10580
  - c) African American Cemetery, Greenwood Union Cemetery, North Street, Rye, New York 10580
  - d) Stuart Cemetery, Behind 733 Stuart Avenue, Mamaroneck, New York 10543
  - e) Gedney Cemetery, Behind 223 N. Barry Avenue, Mamaroneck, New York 10543
  - f) Giunion Cemetery,
  - g) Rye Town Dock, end of Stuyvesant Avenue, Rye, New York 10580
  - h) Continental Manor Footbridge, S. Barry Avenue, Mamaroneck, New York 10543 (past Guion Drive)
  - i) Empty Lot - 47 Fox Island Road
  - j) Empty lot - 228 Madison Avenue, Port Chester, New York, 10573
- 4) Lots: a, b, will require weekly landscape service
- 5) Lots: e, f, g, h, i, j, will require bi-weekly landscape services
  - \*\*Lots –i & j may vary as they may be disposed of anytime during the contract period.**
  - Additional Lots may be added during the contract period due to the Town acquiring properties for varying reasons. Costs for any properties added or allowances for any properties subtracted will be mutually agreed to**

6) **LENGTH OF CONTRACT**

The contract shall be for three (3) years, and shall be effective:

Year 1: December 1, 2013 through November 30, 2014

Year 2: December 1, 2014 through November 30, 2015

Year 3: December 1, 2015 through November 30, 2016

A One and one half (1.5) percent increase will be allowed in the 2<sup>nd</sup> and 3<sup>rd</sup> year of the agreement. It will also include an option to renew annually for not more than two additional years as spelled out in the General Conditions section, at the agreement of both parties.

7) **BIDDERS MEETING AND SITE TOURS:**

Site Surveys/Bidders tour will be conducted following the **September 30, 2013 Pre-Bid meeting at 10:00 AM in the Town Hall Courtroom on the third floor at 10 Pearl Street, Port Chester, New York.** Additional site survey tours will need to be scheduled with the Purchasing Director.

8) **LICENSING:** All appropriate State of New York and Westchester County, business and contractor licenses must be in effect for the entire duration of the Contract period. Copies of current licenses must be provided with your bid packages.

9) **INSURANCE REQUIREMENTS:** The successful contractor must provide a completed Insurance Certificate to Town of Rye, which shall be completed by an agent authorized to bind the named underwriters to the coverage limits, and termination provisions shown thereon for workers' compensation and liability coverage. Town of Rye shall have no duty to perform under this contract until such certificate has been delivered to the Town.

10) **PREVAILING WAGE:** Notwithstanding the bid, unit or contract price accepted or agreed to by the Town of Rye, the Contractor shall at all times pay the prevailing wage rates as established by the Industrial Commissioner of the State of New York in accordance with Sections 220 (3) and 220 (d) of the Labor Law. Copies of such established prevailing wage rates may be obtained from the Department of Labor. Such wage rates are subject to change by the Industrial Commissioner.

11) **DAMAGES**

The contractor shall be held liable for all damages done as a result of his operation to fixed objects such as signs, posts, buildings, and all vegetation, including turf, trees, shrubs, and desirable natural growth. Damage shall include among other things: skinning, scraping, limbing, or gouging of trees or shrubs, and rutting, scalping or tearing of turf. Cost associated with damages caused by the contractor to plant material will be assessed by the Director of Purchasing along with Contractor. All turf damage repairs shall be made by the contractor.

12) **REFERENCES:** Each prospective vendor will be responsible for providing three commercial references with similar specifications to this project. These references will be researched prior to the award of this contract. Reference form provided and is required with proposal submission.

13) EQUIPMENT REQUIREMENTS:

The following type of equipment is minimum necessary to complete the scope of the contract:

- Riding mower(s) with a cut of 50" - 72" or larger, swatch.
- Hand mowers with grass bags
- Trimmers
- Blowers for pavement and leaf and debris clearing
- Large area aerator (tractor driven) with sufficient weight to penetrate the soil as specified.
- Mechanical seeder that cuts the seed into the soil to provide high germination rate for fall seeding.
- Spreaders
  - ♦ Cyclone type with tractor mounting.
  - ♦ Hand cyclone type for areas close to buildings.
- Truck with vacuum capabilities to remove leaves from properties to be disposed of elsewhere, at Contractor's expense.
- Snow plows and sand/salt spreader suitable for driveway, parking lot and road clearing.

Contractor must have backup equipment available should any equipment be down for service. Contractor must provide proof of adequate arrangements to produce equipment when and where required by this contract.

14) ADDITIONAL WORK:

- i. At the Town's discretion, additional locations and/or services may be added or removed during the course of this contract at a mutually agreed upon pricing for the affected areas. Contractor shall provide a per hour/per man hourly rate for additional gardening, cleaning, pruning, etc., beyond the scope of this agreement.
- ii. The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. He/she shall provide, without extra charge, all incidental items required as part of the work even though not particularly specified or indicated. (i.e. posting, compliance reports, etc.)

15) DISCONTINUED SERVICES: Town of Rye reserves the right to discontinue services with a 30 day written notice for any reason, at its sole discretion.

16) PAYMENT: Payments will be made monthly, as per an agreed upon schedule, for the duration of the contract with checks being cut once a month. Payments will be released once work invoices for previous month have been received and approved.

## **SCOPE OF WORK AND SEPARATION OF RESPONSIBILITY**

**CONTRACTOR TO FURNISH:** All transportation, all equipment and necessary supplies including but not restricted to: mowers, edgers, blowers, spreaders plows, and sprayers.

The contractor shall furnish, operate, and maintain, suitable and adequate equipment necessary to perform all tasks described in bid item, in a favorable manner.

The equipment furnished by the contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips grass or damages the turf shall not be allowed to operate under this contract. All mowing equipment will be of such a type so that the height of cut can be adjusted to a minimum of 3" and maximum of 4".

The contractor shall have enough equipment and personnel to complete each mowing cycle at each site contracted for.

The equipment furnished by the contractor for fertilizing must also be in good repair and shall be maintained so as to produce an accurate and even application at all time. The contractor shall have enough equipment and personnel to complete each application at each site contracted for in the time frame specified.

Town of Rye reserves the right to inspect equipment prior to awarding the contract. The successful contractor shall safely operate appropriately maintained equipment including using all safeguards intended for the equipment. Equipment shall provide a consistent quality cut.

Under no circumstances shall the Township be responsible for any theft, vandalism, or damage to the contractor's equipment due to obstacles encountered during the work to be performed under this contract.

### **Site Readiness:**

All areas must be checked before mowing for excessive moisture to insure no rutting will occur.

All areas must be policed for paper and other debris before mowing.

**Mowing:** Mow all turf and field areas within designated boundaries. Grass shall not be mowed when wet. No mowing to be done on Saturdays, Sundays or Town Holidays, unless prior approval is obtained from Purchasing Director. No mowing will be allowed on Holiday weekends from 3:00 p.m. Friday to 8:00 a.m. Tuesday.

All elements of the lawn maintenance cycle shall be completed the same day they are started. No partial mowing will be allowed unless the weather forces delay. If rain or wet turf conditions exist, contractor shall finish the cycle as soon as favorable conditions exist.

The use of mulching blades is highly desirable. Clippings shall be removed if visible after mowing and removed at contractor's expense. All clippings shall be removed from all sidewalks, concrete picnic table pads, parking areas, and flower and shrub beds. No clippings shall be disposed of in Township dumpsters or on Township property. All mowing, trimming and edging equipment shall be properly maintained. Cutting blades shall be kept sharp to minimize turf damage.

Equipment and supplies may not be stored overnight or for extended periods of time on Township property.

**Edging/Trimming:** Areas abutting buildings, sidewalks, curbs, and fencing must be edged and trimmed. All turf areas containing sidewalks and curbs will be edged. Extreme care shall be used to prevent injury to fixed objects and trees. Edge along all walks and curb areas every second mowing. Edging shall be no wider than ¼ inch from edge of sidewalk to lawn surface. All edging debris shall be removed from walkways and curb area and disposed of at contractor's expense. No edging materials shall be disposed of in Township dumpsters or on Township property.

**Irrigation:** Set timers for watering needs through the year and adjust sprinkler head for proper watering. Notify Park Director or Purchasing Director of any mal-functioning system or broken heads.

**Pruning:** Hedges, shrubbery, ground cover and plants surrounding each building should be neatly clipped. Clippings are to be removed from property and disposed of by the Contractor at his expense.

**Weed Control:** All planters, hedgerows, flower and shrub beds, asphalt and concrete courts, drives, parking lots, curbs and gutters are to be kept free from grass and weed infestation.

**Cleanup:** Blow and/or sweep all asphalt and concrete areas free of dirt and grass.

**Spring Cleanup:** Removal of all debris, excess leaf buildup, and trash accumulation around buildings, walkways, roadways, gutters, walls and fence lines and garden beds.

**FALL CLEANUP: (OCTOBER 1 THROUGH NOVEMBER 31)**

A final mowing and general leaf cleanup of both Parks areas should take place between 10/1 and 11/31 with work to be completed no later than November 31.

**Herbicide Application:** No herbicide application will be required under this agreement.

**SNOW REMOVAL:** The contractor will be required to perform snow removal for each of the four locations specified earlier. The priorities and order of service will be jointly determined by Town staff and contractor based on events scheduled and utilization requirements of each location. This will be confirmed on an incident by incident basis as each storm situation comes up.

Areas to be plowed will include all access roadways, parking areas, sidewalks and specified paths. All entrances to buildings, steps and sidewalks must be hand shoveled and salted and/or sanded for safety. This includes all public doorways and entrance landings and steps. Snow is to be plowed into designated areas agreed to by Town Staff. Work must be performed so as to have these facilities ready for business by their designated times; Crawford Park completed by 7:00AM, and Rye Town Park completed by end of day. Salt and sand sufficient for the tasks are to be provided by contractor.

**Work Verification Form:** Contractor will supply work verification forms to be presented to office or custodial personnel upon completion of work at all locations; exceptions being the vacant lots. Work Verification forms will need to be present to reception at the Supervisor's Office. Completed copies are to be submitted with an invoice. Billing invoices should be directed to the Office of the Supervisor, Rye Town Hall-10 Pearl Street, Port Chester, New York 10573

**Monitoring:** Town of Rye will monitor progress of contractor. A regular physical inspection of all areas will be made for any deficiencies. Contractor should check with Purchasing Director at least bi-weekly for deficiency reports.

**End of Specifications**

**Contractor Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**PRICING/BID SHEET**

Contract currently includes up to (10) properties and/or lots. Each property must have its own cost. The Town, at its sole discretion, may award a single contract, multiple contracts, or no contracts.

<u>Property location</u>	<u>Per Year/Lump Sum Price</u>
a) Crawford Park, Weekly, in its entirety	\$ _____
b) Rye Town Park, Weekly, in its entirety	\$ _____
c) African American Cemetery-Bi-weekly	\$ _____
d) Stewart Cemetery-Monthly	\$ _____
e) Gedney Cemetery-Monthly	\$ _____
f) Giuon Cemetery-Monthly	\$ _____
g) Continental Manor Footbridge-Bi-Weekly	\$ _____
h) Rye Town Dock	\$ _____
i) Empty Lot - 47 Fox Island Road	\$ _____
j) 228 Madison Avenue, Port Chester, New York, empty lot	\$ _____

**Total of Lump Sum Pricing** \$ \_\_\_\_\_

Hourly rate -Per hour/per man for extra work described above \$ \_\_\_\_\_

Additional Lots may be added during the contract period due to the Town acquiring new properties.



TOWN OF RYE  
WESTCHESTER COUNTY, NEW YORK

**General Conditions**  
Landscape Services Contract – 2013-PW-02

**1. Character and Location of Work:**

This contract provides for ground maintenance service to Town of Rye properties, as delineated in detailed specifications. Contractor must provide adequate staffing to conduct tasks in a timely fashion, i.e. mowing should be completed in two days (weather permitting). (See also, Scope of Work)

**2. Contractor Qualifications:**

The Grounds Maintenance shall be performed by persons regularly engaged in this type of work and who have an established reputation in the Landscape Maintenance Field. They shall select and combine the materials and assume responsibility for the quality and performance of all such materials whether or not they are the products of their own manufacture. The contractor shall furnish, to the satisfaction of the owner, proof of previous experience in the Landscape Maintenance Field.

a. Experience - Number of years experience as a Landscape Maintenance Contractor. \_\_\_\_

List of current maintenance contracts - municipal or commercial in nature.

<u>Owner &amp; Location</u>	<u>Name and Telephone # of Contact Person</u>	<u>Scope and Type of Maintenance</u>	<u>Yearly Cost \$3,000 &amp; Above</u>
1. _____			
2. _____			
3. _____			
4. _____			
5. _____			

(Attach list of additional current maintenance contracts if necessary)

Business Registration No. \_\_\_\_\_

Category Designation \_\_\_\_\_

Westchester Contractor License

Contractors must have a minimum of three years experience performing lawn maintenance contracts with minimum gross billings of \$50,000\* per year. You must be the contractor of record or directly responsible for all projects listed. Experience listed should not include related landscaping work but must only include lawn maintenance as listed in the specifications.

**b. EQUIPMENT**

The following type of equipment is minimum necessary to complete the scope of the contract:

- Riding mower with a cut of 50" - 72" or larger, swatch.
- Hand mowers with grass bags
- Trimmers
- Large area aerator (tractor driven) with sufficient weight to penetrate the soil as specified.
- Mechanical seeder that cuts the seed into the soil to provide high germination rate for fall seeding.
- Spreaders
  - ♦ Cyclone type with tractor mounting.
  - ♦ Hand cyclone type for areas close to buildings.
- Truck with vacuum capabilities to remove leaves from properties to be disposed of elsewhere, at Contractor's expense.
- Snow plows and sand/salt spreader suitable for driveway, parking lot and road clearing.

Contractor must have backup equipment available should any equipment be down for service. Contractor must provide proof of adequate arrangements to produce equipment when and where required by this contract.

1. What equipment do you own that is available for the proposed work?

<u>Quantity</u>	<u>Item</u>	<u>Description Size, Capacity, Etc.</u>	<u>Condition</u>	<u>Year of Service</u>

2. At what places are the principal items of your equipment located?  
Equipment will be inspected by Town prior to awarding of contract.

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3. What equipment do you intend to purchase for use on the proposed work, if the contract be awarded to you?

<u>Quantity</u>	<u>Item</u>	<u>Description Size, Capacity, Etc.</u>	<u>Estimated Cost</u>

4. What equipment do you intend to rent for use on the proposed work, should the contract be awarded to you?

<u>Quantity</u>	<u>Item</u>	<u>Description Size, Capacity, Etc.</u>	<u>Estimated Cost</u>

THE TOWN WILL EVALUATE THE EQUIPMENT AND EXPERIENCE LISTED BY THE CONTRACTOR IN THIS PROPOSAL DOCUMENT. THE TOWN RESERVES THE RIGHT TO REJECT THE BID PROPOSALS IN WHICH IT IS DETERMINED THAT THE EQUIPMENT OR EXPERIENCE CONTAINED IN THE PROPOSAL INDICATES TO THE TOWN AN INABILITY ON THE PART OF THE CONTRACTOR TO SUCCESSFULLY PERFORM OR COMPLETE THE TASKS REQUIRED IN THE SPECIFICATION.

**c. LABOR:**

The Contractor will supply all labor, landscaping equipment and safety equipment in good working condition as to be able to perform all aspects of landscaping.

Contractor shall hold and save harmless the Owner and Owner's Agent from all claims by tenants or others, whose personnel or property may be damaged or injured by Contractor, its employees or subcontractors including but not limited to the use of equipment or materials.

Contractor shall make reasonable and prompt restitution by cash, replacement or repairs, subject to the approval of the Owner's Agent, for any damages for which the Contractor is liable, of which the Owner's Agent shall be sole judge.

Contractor agrees to pay all wages, payroll taxes, or items that may be levied against Payrolls by City, State or Federal agencies.

Contractor shall supply a full time supervisor acceptable to Owner's Agent who will have the authority to immediately execute orders given by the Owner's Agent.

Contractor's office management and job supervisors will be responsible for the quality of the work performed and must be available on a 24-hour basis. In addition, the Contractor will supply one account manager, who will be solely dedicated to this contract and account and will serve as the main contact person for the Owner's Agent.

Contractor shall ensure that its employees and agents conform to all Federal (OSHA), State and Municipal safety and health regulations and shall assume full responsibility for any violations and/or non-compliance with such regulations.

Contractor shall ensure that all of its employees and agents shall abide by all safety rules and regulations, which may be promulgated from time to time by either party as they pertain to the Contractor's operations (including those applicable to the disadvantaged). The Contractor will also be responsible for conducting regularly scheduled safety meetings with all employees, as per any Federal, State and/or local regulations.

Contractor shall comply, at all times with any and all local, State or Federal rules, regulations and laws regarding anti-discrimination and equal opportunity in employment.

Contractor's employees shall be carefully interviewed, screened, reference-checked and covered by bond, if necessary. They shall be neat and clean in appearance while on duty, and when reporting to or departing from the Property.

Contractor shall assign employees who are sufficiently fluent in English:

- (1) To comprehend the instructions from Owner's Agent and management staff;
- (2) To understand safety and operating instructions on any machinery used;
- (3) To understand instructions and warnings on any chemicals used; and
- (4) To communicate with building personnel during emergencies.

Contractor shall at all times maintain good order among its employees and shall ensure compliance with Property rules and regulations (as such may be amended from time to time) as well as new programs that may be introduced.

Contractor is to provide payroll back-up sheets in a form and content if requested by Owner's Agent.

c. Contract Work:

Work under this contract shall not interfere or conflict with the scheduled use of any of the areas. Work must be coordinated with the Parks Foreman to prevent mowing interfering with other work performed.

d. Timing:

The contractor must contact the Director of Purchasing or his designated representative before performing any operations with the exception of mowing. The work must be performed within time frame determined by the Director of Purchasing or his designated representative. If the work is not performed, any costs incurred to the Town will be deducted from payment to contractor.

e. Termination by the Owner

If the contractor defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision of the contract, the Town of Rye may, after seven days' written notice to the contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the contractor or, at the Town's option, may terminate the contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the contractor shall pay the difference to the Town of Rye.

f. "Noise Ordinance" Compliance:

As the various Town properties reside within the boundaries of four (4) different municipalities, the Contractor is expected to know, understand, and fully comply with any noise ordinances applicable to the operations being performed, the equipment being used on each property based on the property's location. The municipalities are: Port Chester, Rye Brook, Rye City, Rye Neck

3. Payment:

Prices bid shall be full compensation for all labor, tools, equipment maintenance and protection of traffic, insurance, overhead, and other costs necessary as required and specified herein.

Payment will be made after submission of executed voucher on forms provided by the Town and verification of work completed by the Director of Purchasing or his designee and approval by the Town Comptroller.

Inspection of properties may be made by calling the Director of Purchasing at 914-939-3075 ext. 101 weekdays between 8:30 AM and 4:00 PM.

4. Performance and Payment Bonds:

Contractor shall furnish a Performance and Payment Bond in an amount at least equal to the contract price as security for the faithful performance of all work specified and shown in the contract documents including, but not limited to, the warranty period. The bond shall be executed by such sureties as:

1. Are licensed to conduct business in New York State, and
2. Are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated or it ceases to meet the requirements specified above. Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to the Town.

5. Order and Direction of Work:

The work to be done shall be under the general supervision of the Town of Rye and Director of Purchasing or his designee. The Contractor shall immediately comply with any and all orders and instructions given by the Foreman or his designee. The order of sequence of execution of the work and the general conduct shall be subject to the approval and direction of the Park Foreman or his designee. At his direction, he may from time to time direct the order in which, and points at which the work shall be prosecuted; and may exercise such general control over the conduct of the work at any time or place that shall be required, in his opinion, to safeguard the interests of the Town.

The direction or approval of the execution and general conduct of the work by the Foreman or his designee shall in no way affect the responsibility or release the Contractor from any of their obligations and liabilities under this contract, as nothing herein contained shall be assumed as taking control of the work by the Town.

6. Prosecution and Completion of Work:

The bidder to whom the contract is awarded will be required to have all required Insurances submitted and approved by the Town within (10) days after notification by the Town of the award of the contract.

7. Equipment and Workmanship:

All equipment and workmanship, unless otherwise specified, shall be the best of their respective kinds and in conformity and harmony with the general intent and requirements of the specifications in order to secure the best standard of work in a perfect and thoroughly workmanlike manner and shall be required to produce the results specified in this contract, all to the satisfaction of the Director of Purchasing or his designee. If, at the time before the commencement or during the progress of the work, the equipment used or to be used appears to the Director of Purchasing as insufficient or improper for securing the quality of work required, he may order the Contractor to improve their character and the Contractor shall conform to such order. The failure of the Director of Purchasing to demand such improvement shall not release the Contractor from his obligation to secure the quality of the work specified. The Contractor shall use equipment as required to properly execute and complete the work specified.

8. Acceptance or Rejection of Work:

The Director of Purchasing reserves the right to examine the work and reject any part of all that does not, in the opinion of the Director of Purchasing or his designee, meet the specifications.

9. Changes in the Work:

Should occasion demand or the Town deem it advisable, the Town shall have the right to make any alterations in location of work. The Town also reserves the right to eliminate or add any item or items deemed advisable.

Should the Contractor desire to make any alterations in the contract specification, for the purpose of adapting the work to some particular method which he desires to use, the same shall be submitted to the Town, whose decision on the adaptability and relative value shall be final.

10. Cancellation:

The Town may in its sole discretion terminate and cancel this agreement upon thirty (30) days written notice to the Contractor.

12. Term of Contract:

The term of the contract shall be for three years starting on or about December 1, 2013 with an option, at the sole discretion of the Town, to renew for two additional one year periods.

A maximum two (1.5%) percent increase will be allowed for each of the second and third years of this agreement.

The C.P.I. used for option years 4-5 of this contract will be the New York – Northeastern New Jersey Consumer Price Index for all Urban Consumers, and shall be measured from January 1 to December 31 of the immediate prior calendar year.

### INSURANCE REQUIREMENTS

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State, as will protect himself, his subcontractors, the Town of Rye (Town), from claims for bodily injury, death or property damage which may arise from operations under this contract. The Contractor shall not commence work under this contract until he has obtained all insurance required under this section and until he shall have filed the Certificate of Insurance or the certified copy of the insurance policy with the Town of Rye. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the Town of Rye of intention to cancel. The Contractor shall, at his expense, deliver to the Town an Insurance policy, for the amounts listed below, wherein the Town is named as Additional Insured, insuring the Town against its or any contingent liability under the contract. Such policy is to be approved by the Town Attorney.

- a. Workmen's Compensation and Employers' Liability Insurance shall be secured and maintained as required by the State.
- b. Public Liability, Bodily Injury, and Property Damage:
  1. Injury or death of one person.....\$1,000,000
  2. Injury to more than one person in a single accident.....\$2,000,000
  3. Property Damage.....\$1,000,000
- c. Automobile and Truck Public Liability, Bodily Injury and Property Damage:
  1. Injury or Death of one person.....\$1,000,000
  2. Injury to more than one person in a single accident.....\$2,000,000
  3. Property Damage.....\$1,000,000

CERTIFICATE OF INSURANCE: The Contractor must submit a current Certificate of Insurance to the Town of Rye SUPERVISOR'S office *prior to beginning any work* under this contract. Said Certificate must show the Town of Rye as ADDITIONAL INSURED.

CERTIFICATE HOLDER shall read as:

Town of Rye, 10 Pearl Street, Port Chester, New York 10573

PROOF OF WORKERS' COMPENSATION AND DISABILITY COVERAGE: Before any work can begin under this contract, you must submit proof of workers' compensation and disability coverage in the form and limits required by New York State Law. Proof of coverage may be evidenced by inclusion on your Certificate of Insurance, by submitting your State Insurance Fund Certificate, or by submitting appropriate documentation from Westchester County. IF YOU ARE NOT REQUIRED TO CARRY WORKERS' COMPENSATION AND DISABILITY COVERAGE UNDER THE LAWS OF NEW YORK STATE, YOU MUST, UPON CONTRACT AWARD AND BEFORE ANY WORK BEGINS. SUBMIT A COMPLETED FORM C-105.21 WHICH HAS BEEN CERTIFIED BY THE STATE OF NEW YORK WORKERS' COMPENSATION BOARD.



TOWN OF RYE, NEW YORK

STATEMENT AND CERTIFICATION OF NON-COLLUSION

COMPLIANCE WITH SECTION 103-d of GENERAL MUNICIPAL LAW

1. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
2. A bid shall not be considered for award nor shall any award be made where (1) (a), (b) and (c) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets further in detail the reasons therefore. Where (1) (a), (b) and (c) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Town Attorney, or its designee, determines that disclosure was not made for the purpose of restricting competition.
3. The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.
4. Any bid hereafter made hereunder by a corporate bidder for work or services performed or to be performed by, goods sold or to be sold, where competitive bidding is required by statute, rule regulation, or local law, and where such bid contains the certification referred to in paragraph 1 above, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate to non-collusion as the act and deed of the corporation.

**STATEMENT AND CERTIFICATION OF NON-COLLUSION**  
**ALL BIDDERS MUST COMPLETE AND SIGN**

Dated \_\_\_\_\_

\_\_\_\_\_  
Legal Name of Person, Firm or Corporation.

(Seal of Corporation)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Business Address of Person, Firm or Corporation

By: \_\_\_\_\_  
Signature

Bidder to provide information listed below: (Please print)

Bidder Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Phone # of Contact Person: \_\_\_\_\_

**If Bidder is a Corporation:**

President's Name & Address: \_\_\_\_\_

Secretary's Name & Address: \_\_\_\_\_

Treasurer's Name & Address: \_\_\_\_\_

**If Bidder is a Partnership:**

Partner's Name & Address: \_\_\_\_\_

Partner's Name & Address: \_\_\_\_\_

**If Bidder is a Sole Proprietorship:**

Owner's Name & Address: \_\_\_\_\_

## TOWN OF RYE, NEW YORK

C. MINORITY AND WOMEN-OWNED BUSINESS CERTIFICATIONS

In order to monitor minority and women-owned business enterprise (MWBE) participation in the Town of Rye's solicitation and procurement processes, we request that you answer the questions below. If you do not answer the questions, we will assume that you do not wish to be considered a minority and/or women-owned business.

A minority-owned business is defined as a business that is 51% or more owned and controlled in a substantial and continuing manner by people who are eligible minorities or, in the case of a publicly owned business, where 51% or more of the voting shares of the corporation are owned by people who are eligible minorities.

Eligible minorities are defined as Blacks, Hispanics, Asians, American Indians, Eskimos and Aleuts.

A women-owned business is defined as a business that is 51% or more owned and controlled in a substantial and continuing manner by women, or in the case of a publicly owned business, where 51% or more of the voting shares of the corporation are owned by women.

Are you a Minority-Owned Business?

Yes

☐

No

☐

Are you a Women-Owned Business:

Yes

☐

No

☐

What Minority Group(s) are you?

What percentage of ownership or voting power in shares of your business do Minorities and/or Women own?

Please identify, by name, Minority/Women owners of your business and ownership percentage of each: